

REMARKS

The Office Action mailed January 25, 2005 has been reviewed and carefully considered. Claims 9-12 are added. Claims 1-12 are pending, the independent claims being 1, 7, 8 and 12. Claims 1, 4 and 8 are amended for informalities to put the case in better form for appeal. Reconsideration of the above-identified application, as amended and in view of the following remarks, is respectfully requested.

Claims 1-8 stand rejected under 35 U.S.C. 102(b) as anticipated by "A Single Conditional Access System for Satellite-Cable and Terrestrial TV" by Coutrot et al. ("Coutrot").

Claim 1 recites, "said meta-entitlement including an event number range." Coutrot fails to disclose or suggest this feature of claim 1.

The Office Action apparently relies on Coutrot disclosure of "an entitlement which is a credit in tokens" (page 466, first column, second paragraph) and of "a number identifying the event" (page 465, second column, last paragraph). The Office Action suggests that this disclosure amounts to the "range" of claim 1, in the case in which a range spans but a single event number, e.g., a range of 15734-15734.

Firstly, however, Coutrot fails to disclose or suggest such a structure as 15734-15734.

Secondly, Coutrot fails to disclose or suggest what one of ordinary skill in the art would have regarded as an "event number range." Since the expression "event number range" is not defined in the instant specification, although finding clear support in the disclosure, a proper criterion utilized in interpreting the expression is the plain meaning of the expression "event number range." The instant inventors submit that

Coutrot fails to disclose or suggest what the skilled practitioner would have regarded as an “event number range.”

Notably, claim 1 states that “the receiver stores a meta-entitlement of the end-user, said meta-entitlement including an event number range.”

The Office Action seemingly suggests that the Coutrot token credit, i.e., entitlement, amounts the “meta-entitlement” of the present claim 1, but fails to cite support for such a proposition.

Even if the Office Action is suggesting that the Coutrot advance booking pay per view entitlement, i.e., “for” “one or more event” (page 466, column 1, first paragraph), resembles the meta-entitlement of the present claim 1, Coutrot fails to disclose or suggest “said meta-entitlement including an event number range” which language explicitly appears in the present claim 1.

Each of the “event number range” and the “meta-entitlement” are structures that cannot fairly be said to exist in Coutrot no matter how much one depends on the concept of inherency, at least because inherency implies that no other alternative structure could exist in the referenced embodiment.

For at least the foregoing reasons, Coutrot fails to anticipate the present invention as recited in claim 1.

Claim 8 likewise specifies an “storing a meta-entitlement of an end-user, said meta-entitlement including an event number range,” and Coutrot fails to anticipate claim 8 for at least the same reasons set forth above with regard to claim 1.

Claim 7 recites, “An uplink system . . . comprising . . . an entitlement control message generator . . . , wherein an event number generator is connected to the entitlement control message generator.”

Firstly, Coutrot fails to disclose or suggest “an event number generator.
Coutrot is silent on the subject of how events are assigned event numbers.

Moreover, Coutrot fails to disclose an “uplink system . . . comprising . . . an entitlement control message generator . . . , wherein an event number generator is connected to the entitlement control message generator.”

The Office Action suggests that “both [generators] reside at the service provider,” but even if the event number generator were deemed inherent, it would be unclear what the Office Action considers to be the Coutrot service provider and what the Office Action means by “resides at the service provider.” The applicants regard a service provider to be an enterprise which may maintain in operation and feed information to an uplink system, but fail to see any basis for suggesting that the uplink system of claim 7 is inherent in Coutrot. In particular, Coutrot fails to disclose or suggest an “uplink system . . . comprising . . . an entitlement control message generator . . . , wherein an event number generator is connected to the entitlement control message generator.”

For at least the above reasons, Coutrot fails to anticipate the present invention as recited in claim 7.

As to the other rejected claims, each depends from a base claim and is deemed to distinguish patentably over the cited reference for at least the same reasons.

Claim 4 is amended to correct a spelling error inadvertently introduced during prosecution of the application.

New claim 9 finds support in the specification (e.g., page 3, lines 8-9).

New claim 10 finds support in the specification (e.g., page 4, lines 10-11).

New claim 11 finds support in the specification (e.g., page 3, lines 5-6; page 4, lines 4-8).

New claim 12 is a method claim based on system claim 7.

A check for \$200.00 is enclosed in payment of the fee for adding one additional independent claim in excess of three.

For all the foregoing reasons, it is respectfully submitted that all the present claims are patentable in view of the cited references. A Notice of Allowance is respectfully requested.

Respectfully submitted,

Dan Piotrowski
Registration No. 42,079

Date: March 8, 2005

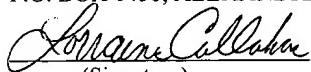

By: Steve Cha
Attorney for Applicant
Registration No. 44,069

Mail all correspondence to:

Dan Piotrowski, Registration No. 42,079
US PHILIPS CORPORATION
P.O. Box 3001
Briarcliff Manor, NY 10510-8001
Phone: (914) 333-9624
Fax: (914) 332-0615

Certificate of Mailing Under 37 CFR 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to MAIL STOP AF, COMMISSIONER FOR PATENTS, P.O. BOX 1450, ALEXANDRIA, VA. 22313 on March 8, 2005


(Signature)


(Date)